

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

CHRIS MARTIN,)	
)	
Plaintiff,)	CASE NO. 1:23-cv-02312
v.)	
)	
CLEVELAND CITY COUNCIL, <i>et al.</i> ,)	JUDGE CHARLES ESQUE FLEMING
)	
Defendants.)	
)	
)	
)	

RULE 68 OFFER OF JUDGMENT FOR DAMAGES

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, the City of Cleveland, on behalf of the named Defendants,¹ hereby offers to allow Plaintiff Chris Martin to take judgment against the City of Cleveland in the amount of \$500.00 (“Offered Sum”). The Offered Sum is exclusive of any reasonable attorneys’ fees, expenses, and costs to the date of this offer for Plaintiff’s claims. The reasonableness and appropriate amount of any claimed costs and attorneys’ fees will be determined by the Court in a hearing after acceptance of this Offer of Judgment by Plaintiff.

This judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have as to damages arising out of the alleged acts or omissions by the City of Cleveland, the other named Defendants, and/or any official, employee, or agent, either past or present, of the City of Cleveland, or any agency thereof, in connection with the facts

¹ The Parties now agree that Plaintiff’s act of naming City Council President Griffin in his official capacity as a party defendant to the litigation is the same as naming the City of Cleveland as a party defendant. (*See* Reply, ECF No. 13, PageID # 134).

and circumstances that are the subject of this action. This Offer of Judgment does not include declaratory or injunctive relief.

This Offer of Judgment shall not be filed with the Court unless accepted by Plaintiff or relevant to a proceeding to determine costs and/or attorneys' fees.

This Offer of Judgment may only be accepted up to and including 14 days from the date of service of this Offer of Judgment. If Plaintiff does not effectively serve written notice of acceptance of this Offer of Judgment within 14 days, i.e., by 5:00 p.m. on February 6, 2024, then this Offer of Judgment shall be deemed to be wholly withdrawn.

This Offer of Judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any defendants, or any official, employee or agent of the City of Cleveland, or any agency thereof; nor is it an admission that plaintiff has suffered any damages.

Acceptance of this offer of judgment will act to release and discharge the City of Cleveland; the named Defendants; their successors or assigns; and all past and present officials, employees, representatives and agents of the City Cleveland, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff for damages in the above-referenced action.

Acceptance of this Offer of Judgment also will operate to waive plaintiff's rights to any claim for interest on the amount of the judgment.

Plaintiff Christopher Martin agrees that payment of the Offered Sum within ninety (90)

days of the date of acceptance of the offer shall be a reasonable time for such payment.

Date: January 23, 2024

Respectfully submitted,

MARK D. GRIFFIN (0064141)
Director of Law

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Attorneys for Defendants

CORRECTED CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was sent by email on the 23rd day of January, 2024 to Plaintiff Chris Martin's counsel at the following addresses: acg22@case.edu; sao27@case.edu; and sec142@case.edu.

s/ Matthew R. Aumann
Matthew R. Aumann (0093612)